

Collective Bargaining Agreement

between

Shoreline School District No. 412

and

***Shoreline Children's Center
Association***

***Effective
September 1, 2018 to August 31, 2021***

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1 **SHORELINE SCHOOL DISTRICT NO. 412**

2 **Salary Schedule and Provisions for**
3 **SHORELINE CHILDREN’S CENTER ASSOCIATION/**
4 **WASHINGTON EDUCATION ASSOCIATION**

5 **Effective September 1, 2018 through August 31, 2021**
6

7 **1.0 PREAMBLE**
8

9 1.1 This Agreement is by and between the Shoreline School District
10 No. 412 ("District") and the Shoreline Children's Center Association
11 ("SCCA"). The Shoreline Children's Center Association
12 (SCCA/WEA) is an affiliate of the Washington Education
13 Association and the National Education Association.
14

15 1.2 The Shoreline Children's Center is designed as a self-sustaining
16 program and the SCCA recognizes that the Center operates as a
17 convenience to the parents and community.
18

19 **2.0 RECOGNITION**
20

21 2.1 The District recognizes the Association as the exclusive bargaining
22 representative for all regular daycare provider personnel of the
23 Shoreline School District, excluding supervisors, confidential
24 employees and employees represented in other bargaining units.
25 The Association was certified by the Public Employment Relations
26 Commission on May 6, 1994, Decision 4701 - PECB following a
27 Public Employment Relations Commission election of April 27,
28 1994.
29

30 **3.0 DEFINITIONS**
31

32 3.1 **Probationary Employees:** The first ninety (90) working days of
33 employment, excluding summer school, is considered the
34 employee's probationary period. At the end of this period, if the
35 employee's work performance is satisfactory, such status will be
36 changed to that of a regular employee.
37

38 3.2 **Regular Employees:** An employee who regularly works on a
39 continuing basis and who has completed the probationary period is
40 considered a regular employee and entitled to prorated benefits if
41 she/he is scheduled to work twenty (20) or more hours per week.
42 Regular employees taking a temporary leave replacement remain
43 regular employees.
44

1 3.3 **Temporary Employees:** A temporary employee is an employee
2 who is hired on a temporary basis for the completion of a specific
3 task or project, to accommodate a fluctuation in enrollment or to
4 replace an employee who is on an approved leave. Temporary
5 employees performing work in excess of ninety (90) continuous
6 working days (excluding summer school) shall become members of
7 the bargaining unit.
8

9 3.4 **COBRA** - Consolidated Omnibus Budget Reconciliation Act of
10 1985. Provides for continuation of health benefit plans under
11 specific situations with the premium being paid by the employee or
12 dependent and as allowed by the insurance carrier.
13

14 **4.0 SEVERABILITY**

15
16 4.1 In the event that any provision of this Agreement shall, at any time,
17 be declared invalid by any court of competent jurisdiction, or
18 through government rule or regulation affecting this Agreement,
19 such decision shall not invalidate the entire Agreement, it being the
20 express intention of the parties hereto that all other provisions not
21 declared invalid shall remain in full force and effect.
22

23 4.2 If any provision of this Agreement is held to be contrary to law or
24 declared invalid through rule or regulation affecting this Agreement,
25 upon written request of either party, bargaining on the provision(s)
26 shall commence within ten (10) working days of said notice.
27

28 **5.0 NON-DISCRIMINATION**

29
30 5.1 There shall be no abridgement of citizenship rights or unlawful
31 discrimination by either the District or the Association for reason of
32 gender, race, color, religion, national origin, ancestry, pregnancy,
33 age, marital status, medical condition or physical disability.
34

35 5.2 Employees have the right to work in an environment free from
36 sexual harassment as defined by and under the provisions of
37 applicable laws. An employee who has a complaint regarding
38 sexual harassment may file that complaint according to District
39 policy and procedures. This provision does not grant the employee
40 the right to file a grievance regarding sexual harassment through
41 the provisions of this Collective Bargaining Agreement. However, it
42 does not prohibit the employee from exercising his or her rights in
43 any other appropriate legal forum.
44
45
46
47

1 **6.0 SCOPE OF AGREEMENT**
2

3 6.1 It is agreed that the relations between the parties shall be governed
4 by the terms of this Agreement only; no prior agreements,
5 understandings, past practices, existing conditions, prior benefits,
6 oral or written, shall be controlling or in any way affect the relations
7 between the Parties, or the wages, hours and working conditions
8 unless and until such Agreement, understandings, past practices,
9 existing conditions, and prior agreements shall be reduced to
10 writing and duly executed by both parties, subject to the date of this
11 Agreement.
12

13 **7.0 TRAVEL REIMBURSEMENT**
14

15 7.1 Employees who travel between two or more work sites during the
16 workday or utilize their own vehicles on District approved business
17 shall receive mileage reimbursement at the Washington State
18 mileage rate. This provision does not cover an employee working a
19 split or additional assignment, at the employee’s request.
20

21 **8.0 JOB DESCRIPTIONS**
22

23 8.1 Employees may be required to perform related tasks within the
24 bargaining unit which are not specifically referred to on the job
25 description. Job descriptions shall be maintained by the Human
26 Resources Office and shared with the Association. Any revisions to
27 the job description will be shared with the Association. All revisions
28 that impact workload shall be bargained before taking effect.
29

30 8.2 **PRESCHOOL LEAD TEACHER:** The education requirements for
31 this position are an ECE Initial Certificate (12 credits) to be
32 completed within 5 years of implementation of the new licensing
33 requirements for the State of Washington and the ECE Short
34 Certificate (20 total credits) to be completed within 7 years of
35 implementation of the new licensing requirements for the State of
36 Washington. In addition, preference will be given to candidates
37 with experience employed in an early childhood education setting.
38 Educational requirements for Preschool Lead Teachers hired prior
39 to September 1, 2018 shall be governed by the MOU regarding
40 professional development, effective September 1, 2018 through
41 August 31, 2021. Lead Teachers will plan and implement the daily
42 activities for the classroom in accordance with the policies and
43 philosophy of the District and the Center.
44

45 8.3 **PRESCHOOL ASSISTANT:** The education requirements for this
46 position are an ECE Initial Certificate (12 credits) to be completed
47 within 5 years of implementation of the new licensing requirements

1 for the State of Washington. Assistants who work in a Head Start
2 classroom will be required to earn their ECE Initial Certificate within
3 2 years of starting work in said classrooms. Educational
4 requirements for Preschool Assistants hired prior to September 1,
5 2018 shall be governed by the MOU regarding professional
6 development, effective September 1, 2018 through August 31,
7 2021. The Preschool Assistant will provide support services for the
8 care and instruction of children by working closely with the Lead
9 Teacher.

10
11 8.4 **EXTENDED CARE LEAD TEACHER:** Preference for this position
12 will require a two year Early Childhood Education degree or
13 equivalent experience/education. Lead Teachers will plan and
14 implement the daily activities for the classroom in accordance with
15 the policies and philosophy of the District and the Center.

16
17 8.5 **EXTENDED CARE ASSISTANT:** This position will require
18 graduation from high school with experience and/or interest in
19 working with children. The Assistant will provide support services
20 for the care and instruction of children by working closely with the
21 Lead Teacher.

22
23 8.6 **INSTRUCTIONAL AIDE:** This position will require graduation from
24 high school with experience and/or interest in working with children.
25 The Instructional Aide will provide short-term break coverage for
26 teachers and assistants in Early Learning preschool or extended
27 care classrooms, and work in the presence of another employee or
28 supervisor.

29
30 8.7 Orientation training will be provided for newly hired employees by a
31 supervisor prior to placement of the new employee into their work
32 assignment. Employees who attend such training shall be paid
33 their regular hourly rate if the training is provided outside of the
34 employee's scheduled workday/time. Current employees are not
35 responsible for training newly hired employees regarding job
36 responsibilities or administrative procedures, although they are
37 expected to provide a welcoming work environment to newly hired
38 employees and respond to simple questions regarding workplace
39 protocols.

40
41 **9.0 COMPENSATION AND GROUP INSURANCE**

42
43 9.1 All employees are paid on an hourly basis. The hourly rates of pay
44 are shown on Salary Attachment A.

45
46 9.1.1 The hourly rate for Lead Teachers with 1-3 years of
47 experience shall equal 65% of the effective hourly rate for

1 the SEA beginning teacher minimum base salary mandated
2 by the State, plus the value of the guaranteed days of
3 Professional Development included in the SEA contract for
4 the beginning teacher TRI pay, unless said rate results in a
5 decrease in pay, at which time the Parties agree to reopen
6 compensation. The hourly rate for Lead Teachers with 4-7
7 years of experience shall equal a 5% increase over the rate
8 for 1-3 years of experience, the rate for Lead Teachers with
9 8-9 years of experience shall equal a 10% increase over the
10 rate for 1-3 years of experience, and the rate for Lead
11 Teachers with 10+ years of experience shall equal a 15%
12 increase over the rate for 1-3 years of experience.
13

14 9.1.2 The hourly rate for the Childcare Assistant shall equate to
15 76% of the Lead Teacher rate. The hourly rate for the
16 Instructional Aide shall equate to 65% of the Lead Teacher
17 rate. Employees assigned as Instructional Aides who were
18 employed as Childcare Assistants prior to September 1,
19 2018 shall be grandfathered at the Childcare Assistant rate
20 until they resign or retire from the District.
21

22 9.1.3 If qualified, site Assistant staff shall have first right to
23 substitute for absent Lead staff at his/her program site.
24 Assistant staff that substitutes for Lead staff shall be paid at
25 the Lead staff hourly rate based on the Assistant's years of
26 experience at the Children's Center.
27

28 9.2 Educational Incentive
29

30 9.2.1 To encourage and recognize personal and professional
31 growth, the following annual educational incentive stipends
32 will be paid for the following educational levels for Children's
33 Center employees working fulltime in a regular position as
34 defined below.
35

ECE Initial Certification	\$675/year
Associate degree or ECE Short Certification	\$ 813.38/year
Bachelor's degree	\$1162.08/year
Master's degree	\$1277.91/year

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40
41 a. Definition of "Fulltime" and Pro-ration for Part-time.
42 For the purpose of calculating Educational Incentive
43 pay, only, "fulltime" is defined as regularly scheduled
44 to work 6 or more hours per day during the school
45 year program. Employees regularly scheduled to work
46 less than 6 hours per day during the school year
47 program will receive a pro-rated amount of the

1 educational incentive pay. For example, an employee
2 regularly scheduled to work 3 hours per day would
3 receive one-half of the annual educational stipend.
4 Substitutes and employees working only summer
5 and/or break sessions are not eligible for an
6 Educational Incentive Stipend unless or until hired into
7 a regular position for the school year program.
8

9 b. Payment of Educational Incentive Stipend. The
10 annual educational incentive stipend will be paid
11 monthly in ten (10) equal installments
12

13 c. Verification of Degree or Certification. Official
14 transcripts need to be received by Human Resources
15 on or before October 15th in order for an employee to
16 receive a stipend for a degree received.
17

18 d. Multiple Degrees. Employees with multiple degrees
19 (such as an Associate and a Bachelor degree) will
20 receive only one Educational Incentive Stipend, to be
21 paid for the highest level degree.
22

23 9.3 Group Insurance

24
25 9.3.1 Each employee working on a regular schedule four (4) or
26 more hours per day during the school year program is
27 eligible to participate in the District's Basic Group Insurance
28 Program. Employees beginning their employment with the
29 summer program will not be eligible for benefits unless and
30 until hired into a regular position for the school year program.
31 Employees working only summer and/or break sessions will
32 not be eligible for benefits.
33

34 9.3.2 The District shall contribute the state apportioned amount for
35 medical benefits toward the monthly premium cost of
36 mutually-agreed employee insurance plans. The cost of
37 mandatory group dental insurance, long term disability
38 (LTD), vision and term life insurance (which pays the annual
39 salary of the employee) will be subtracted from the state
40 apportioned amount, and the remainder may be applied
41 toward any District approved medical insurance coverage.
42 Any remaining portion of the medical insurance premium
43 shall be deducted from the employee's salary warrant. The
44 District will continue to pay the monthly retiree carve-out
45 costs as determined by the State of Washington. No portion
46 of the retiree carve-out payments will be deducted from the
47 insurance pooling of Children's Center employees.

1 Full-time employees shall be any employees working 1,440
2 or more regular scheduled hours during the school year.
3 Employees working less than 1,440 hours shall receive a
4 prorated share of the state apportioned amount per month
5 for twelve (12) months.
6

7 *Potential Adjustment* - No later than October 31, of each
8 year, and quarterly thereafter, the District and the Union will
9 examine the cost to the District of insurance benefits as
10 reported through the S-275 process. If the costs to the
11 District per full-time equivalent are less than the state
12 apportioned amount for the contract year the maximum
13 District contribution for each eligible employee will be
14 increased each month so that the District payment will be
15 within one-tenth of one percent of the state apportioned
16 amount per month per full-time equivalent reported through
17 the S-275 process.
18

19 9.3.3 Full-time employees shall be any employee working 1,440 or
20 more regular schedule hours during the school year.
21 Employees working less than 1,440 hours shall receive a
22 prorated share of the state apportioned amount.
23

24 9.3.4 Optional Supplemental Insurance:
25 An employee may elect to have optional group insurance
26 programs approved by the District (e.g. Supplemental Life,
27 two times annual salary; American Fidelity Short Term
28 Disability Insurance; and INA - High Limit Accident) deducted
29 from their salary warrant. The entire premium for any of
30 these optional supplemental insurances will be a full salary
31 deduction. None of the unused contribution from the Basic
32 Group Insurance as described above can be applied to the
33 optional supplemental insurance premiums.
34

35 9.3.5 The District Advisory Insurance Committee shall assist in
36 determining the types of insurance to be provided to
37 employees subject to approval by the Board.
38

39 9.3.6 The District will continue to offer a Section 125 plan for
40 health care and/or dependent care expenses.
41

42 9.3.7 The above group insurance provisions shall be re-bargained
43 annually in accordance with state law.
44

45 9.3.8 An employee whose spouse/ domestic partner also is a
46 District employee eligible for a District insurance contribution
47 may combine his or her insurance allocation with that of his

1 or her spouse/domestic partner for the purchase of a single
2 insurance plan to offset the employee's out-of-pocket costs
3 for medical insurance premiums (e.g. the purchase of one
4 "employee plus spouse" plan rather than two "employee
5 only" plans). The reduction in insurance costs cannot be
6 used to purchase supplemental insurance and the unused
7 portion of the insurance allocation shall be returned to the
8 insurance pool(s). If the spouse/domestic partner is in a
9 different bargaining unit, the other bargaining unit must
10 agree to the same procedure before the combination of
11 insurance allocations can be effective. If the
12 spouse/domestic partner is in a different insurance pool,
13 one-half of the cost of the single insurance plan shall be
14 charged to each insurance pool.

15
16 **10.0 PAY DAY**

17
18 10.1 All employees shall be paid on the last business day of the month.
19

20 **11.0 WORK WEEK/WORK DAY**

21
22 11.1 Employees interested in obtaining extra hours (non-overtime) may
23 notify the program administrator in writing of his/her request.
24

25 11.2 In the event additional hours become available, the following
26 procedure will apply:
27

28 a. Additional hours will be offered first to employees in the
29 affected room or extended care site on the basis of
30 availability, seniority, qualifications, performance evaluations
31 and experience.
32

33 b. If affected room or extended care site employees decline the
34 additional hours, bargaining unit employees that have
35 requested extra hours per Section 11.1 will be offered the
36 additional hours based on availability, seniority,
37 qualifications, performance evaluations and experience.
38

39 11.3 Employees working four (4) continuous hours per day shall receive
40 a fifteen (15) minute relief break scheduled as close to mid-way
41 through the employee's shift as possible. All breaks shall be given
42 in accordance with legal requirements.
43

44 11.4 An employee working more than five (5) continuous hours per day
45 shall be granted a thirty (30) minute unpaid duty-free lunch break, in
46 addition to the paid break identified in Section 11.3.
47

1 11.5 An employee whose assignment (as determined by the
2 administrator) requires traveling between work sites of forty-five
3 (45) minutes or less, shall receive pay for this time. Split
4 assignments in excess of thirty (30) minutes or additional hours
5 when requested by the employee (even if contiguous) are not
6 covered by this provision.
7

8 **12.0 OVERTIME/COMPENSATORY TIME**
9

10 12.1 All salaries and other provisions shall be in compliance with state
11 and federal laws and the Fair Labor Standards Act for all
12 employees.
13

14 12.2 Except for an unforeseen circumstance, employees must obtain
15 prior approval to work beyond their assigned hours.
16

17 12.3 Subject to mutual agreement between the employee and the
18 immediate supervisor, compensatory time worked beyond the
19 employee's regular scheduled hours may be provided in lieu of
20 salary on an hour for hour basis.
21

22 12.4 Employees working forty (40) or more hours within any work week
23 shall receive time and one-half (1-1/2) for all such time worked.
24 Compensatory time, upon mutual agreement, may be provided at
25 time and one-half (1-1/2) for hours worked beyond forty (40) per
26 week.
27

28 12.5 Compensatory time unused within the pay period earned shall be
29 paid to the employee during the following pay period.
30

31 **13.0 WORK YEAR**
32

33 13.1 The employee work year shall coincide with the Shoreline School
34 District calendar. Prior to setting the school year calendar, SCCA
35 will be included as a respondent in any survey conducted by the
36 District. Additional days may be offered to employees based on
37 enrollment and program needs beyond the normal school calendar
38 including vacation periods.
39

40 13.2 Transition between Major Sessions. Prior to the start of the summer
41 school session, employees will be entitled to work up to eight (8)
42 hours for the setup of classrooms for the upcoming summer
43 session. Employees who are changing classroom or age level for
44 the summer school session are entitled to work up to an additional
45 four (4) hours.
46

1 Prior to the start of the regular school year session, employees are
2 entitled to work up to eight (8) hours to set up classrooms for the
3 upcoming session. Employees who are changing classroom or age
4 level for the regular school year session are entitled to work up to
5 an additional four (4) hours.
6

7 13.3 The District shall supply and equip the Center facility used for
8 summer school at such a level that movement of equipment and
9 supplies from the satellite centers to the summer facility prior to and
10 following the end of the summer session will not be necessary.
11

12 13.4 The District shall schedule a pre-session in-service work day of
13 eight (8) hours in length for all employees working the school year
14 for coordination purposes.
15

16 13.5 Holidays: Employees hired for the school year program shall
17 receive pay for ten (10) holidays:
18

- 19 Labor Day
- 20 Veterans Day
- 21 Thanksgiving Day
- 22 Friday after Thanksgiving Day
- 23 December 24th
- 24 December 25th
- 25 New Year's Day
- 26 Martin Luther King Day
- 27 Presidents Day
- 28 Memorial Day
- 29

30 13.6 Independence Day (4th of July) Holiday: Employees assigned to
31 the Summer Program who work the business day immediately
32 before and the business day immediately following the
33 Independence Day Holiday shall be paid for the Independence
34 Day Holiday. This provision does not apply to substitutes.
35

36 13.7 Assignment of work on District non-student days, early release
37 days (other than weekly early release days) and school breaks
38 shall be first on a voluntary basis. If not enough employees
39 volunteer to meet the student need, assignment shall be on an
40 annual rotation basis based on reverse seniority. No more than
41 forty-one hours will be assigned to any employee under this
42 provision in any given year, and any hours volunteered by the
43 employee will count toward his or her total assigned hours,
44 according to the following:
45
46
47

1 to 5 years	41 hours
6 to 10 years	35 hours
11 to 15 years	29 hours
16 to 20 years	23 hours
21 to 25 years	18 hours
Plus 25 years	12 hours

1
2 Site employees who work three (3) or four (4) consecutive half
3 days, in accordance with the Shoreline School District Calendar
4 and in addition to working their regularly assigned two (2) shifts
5 per day, will have five (5) hours per day deducted from their total
6 number of hours.
7

8 The above language is not intended to limit the number of hours
9 an employee may volunteer. All employees who volunteer to
10 work during non-student days and non-summer breaks shall be
11 paid an additional \$1.50 per hour. To be eligible for this
12 incentive, employees must volunteer by the deadline
13 established in Article 19.8.b.
14

15 13.8 Lead Teachers will be allocated \$150.00 at the beginning of the
16 school year and \$20.00 per month per class and/or site session
17 in order to purchase supplies for their classrooms and students.
18 Lead teachers at sites with at least 75 students enrolled will
19 receive a total of \$40 per month. For the purpose of ensuring
20 an inclusive and culturally-responsive learning environment,
21 supervisors will review and approve supplies to be purchased
22 with this allocation, which approval shall not be unreasonably
23 withheld and shall be given or denied within three (3) business
24 days of receipt of the request from the teacher.
25

26 **14.0 LEAVES**
27

28 14.1 Sick Leave. An employee shall be granted ten (10) days annually
29 for sick leave. These days will be frontloaded. Any unused sick
30 leave shall be accumulated up to 180 days (as measured on
31 September 1 each year). Employees shall be compensated
32 annually and/or upon retirement or death for unused sick leave in a
33 timely manner and in accordance with District policies and the laws
34 of the State of Washington.
35

36 14.2 Accumulated days of sick leave may be used for illness or disability,
37 including medical or dental appointments which cannot be
38 scheduled outside the regular workday, maternity leave, and to care
39 for a child of the employee under the age of eighteen with a health
40 condition that requires treatment or supervision up to the limit of
41 accumulated days. Supporting statements from the attending

1 physician or licensed practitioner may be required for each personal
2 illness or disability absence of five (5) or more consecutive
3 workdays or for each absence for five (5) or more consecutive
4 workdays to care for a child under the circumstances described
5 above. Sick leave may also be used for serious immediate family
6 or household member illness other than to care for a child of the
7 employee under the age of eighteen with a health condition that
8 requires treatment or supervision. Following childbirth or adoption,
9 sick leave may also be used for care of a newborn (or adoptee) or
10 spouse who gave birth, provided the need for the employee's care
11 is verified by the treating physician.
12

13 14.2.1 The immediate family shall consist of spouse, domestic
14 partner, other children, parents, grandparents, and siblings
15 of the employee or spouse.
16

17 14.3 Vacation Leave

18
19 14.3.1 At the beginning of each work year employees will be
20 credited in advance with vacation leave as listed below.
21 Employees who terminate prior to the completion of the
22 school year who have used more vacation leave than
23 accrued on a monthly basis shall have their final pay
24 warrant adjusted to reflect such overuse.
25

26 **VACATION SCHEDULE**

27 Years Experience	1	2	3	4	5	7	10
# of Days: Leads and Assistants	3	3	4	6	7	9	12

28 14.3.2 Procedures

- 29
30 a. Except in the case of illness or unplanned personal
31 emergencies, use of vacation leave must be approved
32 by the Center administrator at least one week in
33 advance and subject to the ability to cover the
34 absence. No more than two employees at the
35 Children's Center (including summer) and two
36 employees in the before and after school program
37 may use vacation leave on the same day. Scheduling
38 of the use of vacation leave will be done on a first
39 come, first serve basis.
40

- b. School year employees working during summer school may use accumulated vacation leave during such period.
- c. An employee shall have the right to take a salary deduction for absence instead of use of accumulated and unused vacation leave provided such time does not exceed three (3) days during any given work year.
- d. All absences from work require submission of a district-approved form.
- e. Employees may cash out any unused current year's vacation allocation or may carry over a maximum of thirty (30) days of unused vacation annually. A maximum of thirty (30) days of unused vacation may be cashed out upon termination or retirement at the individual's per diem rate of pay.

14.4 Personal Leave

Two (2) days personal leave shall be allocated each employee each year. Employees may carryover a maximum of one year's unused allocation. These days will be frontloaded. Employees are encouraged to provide advance notice of use of personal leave. Absences for personal leave shall be reported on the district-approved form.

14.5 Leave of Absence

14.5.1 Upon written request by an employee, the Director of Human Resources or designee may grant leave of absence without pay for such things as: a) illness, b) family emergency, c) maternity, upon the exhaustion of all compensated leave. This leave of absence will terminate at the end of the calendar year (August 31) in which such leave was granted. Additional leave time may be granted, upon written request, for up to an additional three (3) month period.

14.5.2 Jury Duty Leave

- a. An employee who is absent because of jury duty shall be paid his/her regular rate of pay.
- b. The employee will report to work when released from any jury duty during any scheduled work day.

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14.5.3 Bereavement Leave

- a. A maximum of three (3) days of non-cumulative bereavement leave with pay shall be allowed for each death in the employee's immediate family and up to one (1) day for funerals of other relatives and/or friends.
- b. Such absence shall be reported on the district-approved form.

14.5.4 Sick Leave Coordination - Industrial Insurance

- a. Employees suffering illness or injury compensable under state industrial insurance shall be allowed, upon written request, to use sick leave to the amount accumulated less any industrial insurance payments received. Sick leave charged to the employee shall be proportionate to that portion of the employee's salary paid by sick leave. The combined insurance and sick leave payments cannot total more than the employee's normal base pay.

14.5.5 Association Leave

- a. The Association may be allowed up to one hundred twenty (120) hours of leave for Association business. The Association shall pay the cost of the substitute. The Association shall make request to the District at least seven (7) days in advance of such absence on the district-approved form to the Human Resources Office.
- b. When a member of the Association is elected or appointed to a council, state or national association office, up to an additional twenty (20) days of leave may be provided, with all substitute costs borne by the Association.

14.5.6 Family and Medical Leave

The parties agree that District Policy and Procedure 5321 governing family and medical leave shall apply. Policies and procedures are available on the District's website.

1 **15.0 PERSONNEL FILE**
2

3 15.1 Upon request to the Human Resources Office, an employee shall
4 have the right to inspect and review his or her personnel file(s) kept
5 by the District and its administrators and may be provided a copy of
6 evaluation/performance reports and other personnel materials
7 contained within the file(s). The employee shall be notified of those
8 communications that are related to job performance and included in
9 the personnel file.

10
11 a. The employee shall have the right to add relevant
12 information into the personnel file.
13

14 15.2 An employee shall be allowed to authorize inspection of his/her
15 personnel file to a representative of the Association by submitting a
16 written request to the Human Resources Office.
17

18 15.3 Letters of reprimand shall be removed from the personnel file upon
19 request provided that twenty-four (24) months have elapsed and no
20 further disciplinary action has occurred during that period of
21 employment, except for information about verbal or physical abuse
22 or sexual misconduct that must be retained pursuant to Chapter 29,
23 2004 Laws of Washington, and any implementing regulations
24 thereunder, when the district has made a determination that there is
25 sufficient information to conclude that the abuse or misconduct has
26 occurred.
27

28 **16.0 RESIGNATION**
29

30 16.1 Employees shall give fifteen (15) calendar days notice when the
31 employee plans to resign or retire. If there are circumstances that
32 require resignation with less than fifteen (15) calendar days' notice,
33 approval must be obtained from the school district.
34

35 **17.0 DISCIPLINE AND DISCHARGE**
36

37 17.1 The District and the Association agree to support a practice of
38 administrative discipline when such action is required to maintain
39 professional standards as established by this Agreement and
40 District policy. When administrative discipline is required,
41 confidentiality, fairness and respect for the individual receiving the
42 discipline shall be the standard application.
43

44 17.2 Employees shall have the right to full due process regarding any
45 formal disciplinary action taken by the District. Due process shall
46 include notice of the proposed disciplinary action and the right of
47 the employee to respond prior to any formal action being taken.

1 17.3 The District supports the concept of progressive discipline including
2 non-formal oral warnings, formal written reprimands and/or
3 suspension and termination. The degree of progressive discipline
4 may vary depending upon the seriousness of the employee's
5 conduct. No employee shall be disciplined without just cause.
6

7 17.4 Employees shall have the right to have a union representative of
8 his/her choice present at an investigatory interview pertaining to the
9 potential discipline, discharge, or suspension of that employee or
10 when being formally disciplined by any member of the
11 administration; such request shall not unreasonably delay the
12 meeting. The Association shall provide a list of union
13 representatives for this purpose.
14

15 **18.0 NEW EMPLOYEE PROBATION**

16
17 18.1 A probationary period for all new employees of ninety (90) calendar
18 days will be required, exclusive of summer school.
19

20 18.2 Termination procedures and grievances regarding termination are
21 not applicable to new employees during their probationary period.
22

23 18.3 New employees shall be entitled to all other provisions of this
24 Agreement.
25

26 18.4 New employees will be required to undergo a background and
27 criminal records check, including a fingerprint check, by both the
28 State Patrol and the FBI in accordance with the applicable
29 provisions of RCW 28A.400 and RCW 43.43.
30

31 **19.0 VACANCIES AND PROMOTIONS**

32
33 19.1 A vacancy is a newly created position or a position currently not
34 staffed and the District has determined that the position shall be
35 staffed. All vacancies will be visibly posted during the school year.
36 Summer vacancies will be posted and updated regularly on the
37 District's website.
38

39 19.2 Positions outside the bargaining unit which allow for promotion will
40 be posted in work locations during the school year. Summer
41 vacancies will be posted in the Human Resources Office and
42 updated regularly on the District's website.
43

44 19.3 Shoreline Children's Center employees are encouraged to apply for
45 any position available. An employee is encouraged to seek a
46 career conference when the individual is interested in a transfer or
47 reassignment or promotion from their current position.

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19.4 The criteria for filling vacancies at the Children’s Center shall be program need.

19.5 Employees may apply for positions during the summer session and break sessions. Summer school child care is optional for the employee, but position availability is based upon student enrollment and attendance, and is not necessarily guaranteed. Employees working during the regular school session shall be given first consideration in accepting employment for the summer school program before employment for the summer school program is offered to outside candidates.

A priority will be to create consistent staffing for all children attending summer and/or break sessions; to that end, a preference will be to assign staff to the same age level as their regular assignment and to select staff who are able to work the same assigned shift during the entire break period. First consideration will be given on the basis of seniority, qualifications, performance evaluations and experience.

19.6 During break sessions and summer sessions, class size and staffing levels will be consistent with class size and staffing levels during the regular school year program.

19.7 Employees assigned to a position at the beginning of a program (school year, summer) and additional non-student days will receive written notification of placement at least five (5) business days following the deadline established in 19.8.b below but no later than five (5) days prior to the beginning of the assignment. Administrators will identify the minimum number of classrooms that will be staffed by the deadline established in 19.8.b below, and reserve the right to add classrooms after that deadline based on enrollment.

Staff who are assigned to work breaks during the year will be invited to participate in a committee to identify themes for each break. The committee will complete its work prior to the last work day of September and the themes will be communicated in announcements pertaining to breaks.

Staff who have volunteered to work during a break but are not assigned will have an opportunity to unenroll their child(ren) from program participation during that break without penalty, provided their notification of withdrawal is received within five (5) days of notice they were not assigned.

1 19.8 Administrators shall identify the following deadlines prior to the first
2 day of the new school year:

- 3
4 a. Dates for parents to register their child(ren) for each break in the
5 school calendar;
6 b. Dates for staff to volunteer to work each break during the year;
7 and
8 c. The date for administrators to implement the process described
9 in Article 13.8.

10
11 19.9 Lead and Assistant Positions

12
13 19.9.1 Vacant Lead positions will be posted and hired at the
14 beginning of the school year as Regular positions.
15 Employees will assume Regular employee status upon
16 completion of the 90-day probationary period. Lead
17 positions are considered Regular except for the following:
18 Openers and Closers.

19
20 19.9.2 Any Lead position that becomes vacant and is filled by
21 January 31 will be hired as a Regular employee with a 90-
22 day probationary period. The position will not have to be
23 reposted at the end of the year.

24
25 19.9.3 A Lead position that becomes vacant and is filled after
26 January 31 will be filled on a temporary basis for the
27 remainder of the school year. Lead positions which
28 become vacant mid-year will be posted as Temporary.
29 The position will then be re-posted at the end of the current
30 school year as a Regular position to be filled for the
31 upcoming school year.

32
33 19.9.4 If an Assistant applies for and moves into a leave
34 replacement or temporary Lead position, that Assistant
35 may retain and return to the original Assistant hours at the
36 end of the leave replacement assignment or end of the
37 school year.

38
39 **20.0 TRANSFERS**

40
41 **20.1 DEFINITIONS**

42
43 A transfer shall be defined as a change in assignment by an
44 employee from one bargaining unit assignment to another.

45 A voluntary transfer shall be defined as an employee-initiated
46 reassignment.
47

1 An involuntary transfer shall be defined as an Employer-initiated
2 reassignment of an employee.

3
4 For the purpose of this section, a day shall be defined as a district
5 business day.

6
7 For the purpose of this section, good standing shall be defined as:
8 the employee's most recent evaluation has been satisfactory; they
9 have not been disciplined within three years of the transfer
10 opportunity; and they have participated in all mandatory training
11 within the past year.

12
13 **20.2 VOLUNTARY TRANSFER PROCEDURE**

14
15 Employees shall have five (5) days after the posting date of a
16 vacancy to file a voluntary transfer request with the Employer.

17
18 The most senior employee in good standing requesting the transfer,
19 who meets the stated position certification, license, and/or entry
20 level qualifications, shall be interviewed for the position. Every
21 employee in good standing requesting a transfer to the same
22 position in another location shall be interviewed for the position.

23
24 An employee making a request for a voluntary transfer to a
25 vacancy, and whose request is denied, shall be given written
26 reasons for the denial. A denial shall not be based on the District's
27 desire to keep an employee in a position that may be perceived as
28 harder to fill.

29
30 No external applicant shall be hired for a position until all internal
31 transfer requests have been considered as described in the prior
32 paragraph.

33
34 **20.3 INVOLUNTARY TRANSFER PROCEDURE**

35
36 An involuntary transfer may be initiated by the District to address
37 staffing requirements at a location. In rare instances the District
38 may also initiate an involuntary transfer to improve the educational
39 and/or work environment. Prior to providing notice to the employee
40 of the District's intention to implement an involuntary transfer, the
41 Human Resources Director and Association Representative(s) shall
42 meet and discuss the circumstances of, and necessity for, the
43 proposed involuntary transfer.

44
45 In the event the District needs to address staffing requirements at a
46 location, the District will first request volunteers for transfer. Should
47 transfers be necessary beyond those accommodated by

1 volunteers, the District may transfer the least senior employee who
2 meets the stated qualifications for the position.

3
4 Any employee involuntarily transferred shall be given written
5 reason(s) for such transfer.

6
7 Members working at the Shoreline Children’s Center shall not be
8 involuntarily transferred to extended care sites and vice versa,
9 without mutual agreement of the Association and the District.

10
11 **21.0 SENIORITY**

12
13 21.1 Seniority for the purpose of this agreement shall mean bargaining
14 unit seniority based on the employee’s hire date into a Regular or
15 Temporary position, unless otherwise noted.

16
17 21.2 Substitute experience does not qualify an individual to accumulate
18 seniority.

19
20 21.3 If an employee takes a leave of absence, seniority is retained but
21 does not accumulate during the leave period.

22
23 21.4 If an employee resigns his/her position with the Children’s Center
24 seniority is not retained and is not accumulated.

25
26 **22.0 LAYOFF AND RECALL**

27
28 22.1 If at any time during the year the District determines that a
29 reduction in force is necessary due to loss of enrollment and fiscal
30 considerations the following procedures shall apply:

31
32 Retention of staff shall be by seniority where ability and
33 qualifications are substantially equal and the employee possesses
34 the required job skills and qualifications stated in the official job
35 descriptions.

36
37 22.2 The District will meet with designated SCCA representatives to
38 review the seniority list, the positions to be eliminated, the open
39 positions, and the position to be offered to affected employees in
40 seniority order.

41
42 22.3 Except for an unforeseeable situation, a minimum of fifteen (15)
43 days notice shall be provided to the employee who will be laid off.

44
45 22.4 In cases where more than one employee has the same anniversary
46 date and accumulated seniority, lay-off will be determined by
47 lottery.

1 22.5 Laid off employees will be placed in a recall pool. Employees in the
2 recall pool shall be given priority for 12 months for available
3 positions for which they are qualified.
4

5 22.6 Employees in the recall pool shall be notified of new job openings.
6 Employees will inform the Human Resources Office of a current
7 address, email address and/or phone number for this purpose. The
8 employee must respond within five (5) calendar days. Refusal of
9 an offer of employment shall remove the employee from the recall
10 pool. Employees may remain in the recall pool for a total of twelve
11 (12) months.
12

13 22.7 All employees reinstated shall assume their previously accumulated
14 seniority and longevity.
15

16 **23.0 PROVISION FOR SUBSTITUTES**
17

18 23.1 A substitute will be provided for an absent employee when needed
19 as determined by the program administrator based on program
20 enrollment/attendance. Toward this end, the Center will advertise
21 and post positions for substitutes on a regular basis for the
22 Children's Center. Substitutes may be accessed through the
23 Children's Center office.
24

25 23.2 The District shall provide twenty-four hour communication
26 equipment available to employees which may be used by
27 employees to report absence to the Center.
28

29 **24.0 WORKING OUT OF CLASSIFICATION**
30

31 24.1 When an assistant is temporarily assigned to fill a lead position, the
32 employee shall receive the higher rate of pay.
33

34 **25.0 STAFF MEETINGS**
35

36 25.1 Six (6) staff meetings of a minimum of one (1) hour in length shall
37 be held per year. Attendance at such meetings is mandatory and
38 will be paid at the employee's regular hourly rate.
39

40 25.2 One (1) staff meeting of one (1) hour in length will be mandatory for
41 summer program staff.
42

43 **26.0 STAFF DEVELOPMENT**
44

45 26.1 The staff development program, designed for the professional
46 development of employees, is a cooperatively planned program
47 sponsored by the District. This program is designed to assist

1 employees in their professional education to increase skills,
2 performance and other related areas consistent with job
3 requirements.
4

5 26.2 Employees are encouraged to continually enhance their knowledge
6 and skills through continuing education and through District-
7 sponsored staff development activities.
8

9 26.2.1 All employees shall be granted eight (8) hours of
10 professional development. Such hours must be used in the
11 year they are granted.
12

13 26.2.2 Employees will be paid up to eight (8) hours at their regular
14 rate for attendance at pre-approved professional
15 development classes, workshops or other experiences.
16 Said professional development must be educational in
17 content and relevant to improving the staff member's ability
18 to perform his/her job duties and responsibilities.
19

20 26.2.3 Application for pre-approval must be made to the
21 Children's Center Administrator prior to attendance at the
22 desired training.
23

24 26.2.4 Professional development hours may be used for
25 Children's Center Committee work for the following
26 committees: Reggio, Summer/Break Planning, Emergency,
27 Scheduling and Curriculum.
28

29 26.2.5 Beginning February 1 of the current school year, any
30 unused or undesignated professional development hours
31 will be put into a Professional Development (PD) pool. At
32 that time, all employees will have access to pool hours
33 through the application process. The parties agree that
34 pooled hours will be shared equitably between employees
35 requesting additional hours to the best of the
36 administrator's ability.
37

38 a. On February 1 and continuing through August 31 of the
39 current school year, any employee may request usage
40 of pooled hours.
41

42 b. Application for pooled hours must include the name and
43 subject matter of the course, the hours needed from the
44 pool, and the date said hours will be used. A form will
45 be available for this purpose. An application must be
46 submitted to the Children's Center Administrator prior to
47 attendance at the training/experience.

1 c. Employees who wish to reserve their pool hours for use
2 after January 31 can do so by emailing a reservation
3 request to the Children’s Center Administrator stating
4 the employee’s intent to use the hours. The reservation
5 must include the name and subject matter of the
6 course, the hours need to participate, and the date(s) of
7 intended use.
8

9 26.2.6 The District shall track employee usage of Professional
10 Development funds and provide updates to the Labor
11 Management Committee upon request.
12

13 26.2.7 Employees are encouraged to bring any questions to the
14 Labor Management Committee through their SCCA
15 building representative or Children’s Center Administrator.
16

17 26.3 CPR and First Aid Training
18

19 26.3.1 The District shall provide CPR, Food Handler, and First Aid
20 Training if it is required.
21

22 **27.0 RIGHTS**
23

24 27.1 District Rights
25

26 In order to operate its program, the District retains and shall have
27 the following rights: to determine the number, location and type of
28 facilities; to determine the type and/or quality of services rendered;
29 to determine the methods, techniques and equipment utilized; to
30 hire, supervise, evaluate; to assign work; to establish and make
31 known reasonable administrative procedures and safety rules for all
32 employees; and to determine the number of employees assigned to
33 any particular operation or shift. All other traditional rights of
34 management are also expressly reserved to the District and the
35 express provisions of this Agreement constitute the only limitations
36 upon the District's right to manage its program.
37

38 27.2 Rights to Subcontract: The District retains the right to subcontract
39 or otherwise change the operation of the program covered by this
40 Agreement such that it is operated by any other party subject to the
41 following procedures:
42

43 27.2.1 The District shall notify the Association of such proposal at
44 least ninety (90) calendar days prior to such subcontract or
45 change.
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27.2.2 The District shall also notify prospective subcontractors that preference in employment of employees covered by this Agreement shall be given to such employees on the basis of seniority.

27.2.3 The District shall make every effort to assure that any subcontracting or other change shall not result in the lowering of working conditions or benefits of current employees.

27.2.4 Employees impacted by such subcontract, at their request and in seniority order, shall have priority for employment as substitute instructional assistants within the school district.

27.2.5 For one (1) year following the beginning of the subcontract or change in the operation of the program, employees impacted shall be interviewed for all advertised positions within the district providing such employees submit an application for the advertised vacancy and meet minimal qualifications.

27.3 Association Rights

27.3.1 Dues and Association Fees

- a. The District agrees to deduct from the paycheck of each employee who has authorized it, the regular monthly dues uniformly required of members of the Association and any additional amount the employee voluntarily authorizes for deduction for political purposes. The amounts deducted shall be transmitted monthly to the Association on behalf of the employees involved. Authorization by the employee shall be on a form approved by the parties hereto and may be revoked by the employee upon written request.
- b. The District agrees to provide written notification to the Association of all newly hired bargaining unit members and indicate the hourly rate, number of hours and days to be worked so that the Association can notify the District of the amount of monthly Association dues deduction.

1 c. The Association agrees to indemnify and save
2 harmless the employer from any and all liability
3 resulting from the dues check off system.
4

5 27.3.2 The District agrees that a designated representative of the
6 Association and the Association president or designee
7 shall have access to District facility premises during regular
8 school hours to conduct Association business so long as
9 such business does not disrupt program activities, as
10 determined by the Children’s Center Director or building
11 principals.
12

13 27.3.3 The Association shall have the right to post notice of
14 activities and matters of Association concern on a bulletin
15 board identified solely for the use of the Association,
16 located at the Edwin Pratt Early Learning Center.
17

18 27.3.4 The District shall provide a copy of the final Shoreline
19 School District budget to the Association president in
20 advance of the public hearing. The Board meeting visitor’s
21 agenda may be accessed on the District website twenty-
22 four (24) hours prior to a scheduled board meeting.
23

24 27.3.5 The Association shall have access to staff mail boxes and
25 District email for communication purposes.
26

27 27.3.6 No rival organization shall enjoy any of the rights contained
28 herein except as provided by law.
29

30 27.3.7 The District agrees to post the collective bargaining
31 agreement on the District’s website.
32

33 27.4 Employee Rights
34

35 27.4.1 In accordance with Board Policy No. 8310, the Board shall
36 hold employees harmless and defend them from any
37 financial loss, including reasonable attorney’s fees, arising
38 out of any act or failure to act, provided that at the time of
39 the act or omission complained of the employee so
40 indemnified was in compliance with policies and
41 procedures of the District.
42

43 27.4.2 District insurance will be provided for employees' personal
44 property that is damaged, stolen or destroyed which is
45 being utilized within the classrooms for program purposes.
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27.4.2.1 In order to be considered for coverage under the District insurance program, the item must have been approved in writing by the administrator and listed on a property inventory form maintained by the District.

27.4.3 It is agreed that employees' personal property, such as clothing, eyeglasses or other personal effects, which is accidentally damaged in the performance of their duties will be covered under the District's insurance program.

27.4.4 Employees who administer or dispense medication shall be informed of and expected to follow District policies and procedures.

27.4.5 Employees shall have the right to representation in matters relating to disciplinary action.

27.4.6 The District agrees to inform all new bargaining unit employees of the Association's exclusive recognition and shall provide present and future employees with a copy of the Agreement.

27.4.7 Student behavioral concerns which require an office referral by the employee should be documented on a Student Conduct Form. A copy of the completed form will be returned to the employee following conclusion of the referral process.

27.4.7.1 It is understood that students suspended or expelled from other Shoreline Schools will be excluded from the Children's Center until completion of the suspension period or re-admission if expelled.

27.4.7.2 Employees at the work site shall be notified as soon as reasonably possible of the student's suspension or expulsion.

27.4.8 Tuition Discount for Children's Center Staff. Staff covered by this Agreement will receive a twenty (20) percent discount on tuition charges when enrolling their child(ren) at the Shoreline Children's Center and/or Extended Care sites.

1 **28.0 PERFORMANCE EVALUATION**

2 28.1 A performance evaluation of each employee shall be completed
3 annually no later than June 7 using the form provided as
4 Attachment C to this Agreement.

5
6 28.2 The District administrator will discuss any performance difficulties
7 with an employee, as soon as the concerns become known to the
8 administrator, and will work with the employee to improve his or her
9 job performance.

10
11 28.3 Performance evaluations must be signed by the employee to
12 acknowledge receipt and a space shall be provided for employee
13 comment. The employee's signature acknowledges receipt of the
14 evaluation, but does not necessarily represent agreement with the
15 evaluation. Any employee may elect to submit a response to the
16 performance evaluation within a period of thirty (30) calendar days
17 for inclusion with the performance evaluation in the personnel file.
18 (See Attachment C - Evaluation Form.)

19
20 28.4 A probationary employee will receive an initial performance review
21 in writing by the designated District administrator during the first
22 sixty (60) working days (exclusive of summer school) of
23 employment.

24
25 **29.0 GRIEVANCE PROCEDURE**

26 29.1 In the event that any difference arises between Shoreline School
27 District and the Association, or any employee, concerning the
28 interpretation, application or compliance with the provisions of this
29 Agreement, such difference shall be deemed to be a grievance and
30 shall be settled only in accordance with the grievance procedure set
31 forth herein. Employees who participate as parties in a grievance,
32 whether as grievant(s), witness, representatives, or designees for
33 the Association, shall be guaranteed fair treatment and freedom
34 from any adverse action by the District or its Administrators for their
35 participation in the grievance process.

36
37 For the purposes of Section 28, "day" is defined as District business
38 days.

39 Grievance Steps:

40
41 29.1.1 Informal Resolution

42 The employee or Association shall first discuss the
43 grievance with the administrator assigned to the program.
44 At the employee's request, a designated representative of
45 the Association may be present. Every effort should be

1 made at this level to resolve the grievance. This provision
2 may be waived by mutual consent of the parties. All
3 grievances shall be brought to the attention of the
4 administrator assigned to the program within thirty (30)
5 days of the date of the violation or the date when the
6 employee knew or should have known of the violation.
7

8 29.1.2 Step One

9 If no settlement is reached at the informal resolution step,
10 the grievant or the Association may reduce the grievance
11 to writing within ten (10) days of the informal resolution
12 meeting and submit to the program administrator. The
13 grievance shall be submitted in writing using the Form
14 attached as Attachment B. The program administrator
15 shall respond to the grievance within ten (10) days.
16

17 29.1.3 Step Two

18
19 If no settlement is reached at Step 1, the grievant or the
20 Association representative shall submit the grievance to
21 the Director of Human Resources within ten (10) days of
22 receipt of the Step One response. The District will respond
23 in writing to the grievance within ten (10) days.
24

25 29.1.4 Step Three

26
27 If no settlement has been reached in Step 2 within the
28 specified time limits, the grievant or the Association
29 representative may, within ten (10) days of the receipt of
30 the Step Two response, submit the written grievance to the
31 Superintendent or designee of the Shoreline School
32 District. The Superintendent or his/her designee shall
33 provide a written response to the grievant and the
34 Association within ten (10) days.
35

36 29.2 Arbitration

37
38 If the grievance is not resolved at Step 3, the Association, at its sole
39 discretion, may advance any grievance to final and binding
40 arbitration within fifteen (15) days of receipt of the Step 3 response.
41 The arbitrator shall be selected from a list provided by the Federal
42 Mediation and Conciliation Service (FMCS) or the American
43 Arbitration Association (AAA). The parties shall separately rank and
44 strike the names of the arbitrators on the list and return their list to
45 the appropriate agency for final arbitration selection. Hearings shall

1 be conducted in accordance with the rules of the agency that was
2 selected.

3
4 29.2.1 The Arbitrator shall limit her/his decision strictly to disputes
5 involving the application, interpretation or alleged violation
6 of specific articles and/or sections of this Agreement.

7
8 29.2.2 There shall be no appeal from the Arbitrator's decision if
9 within the scope of her/his authority. It shall be final and
10 binding on the Association, the employee(s) involved, the
11 Administration and the Board.

12
13 29.2.3 The fees and expenses of the Arbitrator shall be shared
14 equally by the District and Association. All other expenses
15 shall be borne by the party incurring them, and neither
16 party shall be responsible for the expenses of witnesses
17 called by the other.

18
19 29.3 Evaluation grievances may only be processed for alleged violations
20 of the evaluation procedure.

21
22 29.4 The grievance procedure outlined in this Agreement shall not
23 preclude the employee and/or the Association from taking legal
24 steps available to them through the courts of competent jurisdiction.

25
26 29.5 The Association shall have an opportunity to be present at all
27 grievance meetings and present the Association's interpretation of
28 the clause(s) of Agreement in dispute.

29
30 29.6 If the employee and/or Association fail to submit written grievances
31 to the next grievance step within the time limit specified, it will be
32 assumed that the grievant has dropped the grievance or accepted
33 the resolution of the grievance at that level. If the District at any
34 step fails to respond within the required time limits, the grievance
35 shall automatically move to the next step; however, the District and
36 the Association may mutually agree to extend the time limits at any
37 one of the steps.

38
39 **30.0 CLASSROOM PREPARATION TIME**

40
41 30.1 Preschool Lead Teachers shall be provided with sixty (60) minutes
42 of classroom preparation time per day. Lead teachers responsible
43 for more than two programs per day will receive fifteen(15) minutes
44 of additional classroom preparation time per day, not to exceed a
45 total of seventy-five(75) minutes per day.

- 1 30.2 Preschool Assistants shall be provided with a total of thirty (30)
2 minutes of classroom preparation time per day.
3
- 4 30.3 Extended Care Leads shall be provided with a fifteen (15) minute
5 classroom preparation time per session per day, plus an additional
6 fifteen (15) minutes per session if there are 75 or more students
7 enrolled in that session. Preparation time shall be scheduled in 30-
8 minute blocks to the extent possible.
9
- 10 30.4 Extended Care Assistants shall be provided with fifteen (15)
11 minutes of classroom preparation time for the morning shift and 30
12 minutes of classroom preparation time for the afternoon shift, or
13 vice versa, not to exceed forty-five (45) minutes per day.
14
- 15 30.5 Instructional Aides shall be provided with a fifteen (15) minute
16 preparation time per day.
17
- 18 30.6 To provide for coordination of classroom coverage, scheduling of
19 such classroom preparation time shall be approved by the
20 Administrator.
21
- 22 30.7 Activities appropriate during preparation time are limited to the
23 following:
24 a. Planning, setting up and tearing down daily activities
25 b. Analysis of assessment data
26 c. Communication, including checking and sending emails
27 d. Collaborating with partner leads, if preparation time is
28 concurrent and all parties agree
29 e. Conferring with assistants
30
- 31 30.8 Early Childhood Developmental Assessments
32
- 33 30.8.1 The District will continue to provide substitutes for primary
34 Lead Teachers when required to perform early childhood
35 developmental assessments (social/emotional and/or
36 academic assessments) two times per year (currently in
37 January and late spring). Substitute coverage is allocated
38 to eligible leads as follows:
39
- 40 1 to 30 students = 6 hours of substitute coverage
41 31 to 60 students = 9 hours of substitute coverage
42 Over 60 students = 12 hours of substitute coverage
43
- 44 30.8.2 Leads may, at their option, elect to conduct and complete
45 assessments without utilizing substitute support. In these
46 situations, the Lead will be paid in addition to their regular

1 salary at the Substitute Lead rate of pay for the allotted
2 hours of substitute coverage not used.

3
4 30.8.3 Shared Assessment Responsibilities - When a Lead
5 shares assessment responsibilities with another staff
6 person (Lead or qualified Assistant), the two individuals will
7 share the substitute coverage allocation. Shared
8 responsibility for conducting assessments must be
9 coordinated in advance with the center administrator.

10
11 **31.0 SAFETY**

12
13 31.1 Every employee is responsible for safety. To achieve the goal of
14 providing a completely safe work place, every employee must be
15 safety conscious. Employees are to immediately report any unsafe
16 or hazardous condition directly to the administrator of the Children's
17 Center. Every effort will be made to remedy problems as quickly as
18 possible.

19
20 31.2 In case of an accident involving a personal injury to any person
21 including employees, students, or visitors, regardless of how
22 serious, employees are to immediately report such incidents to the
23 administrator of the Children's Center. Failure to report accidents
24 can result in a violation of legal requirements and can lead to
25 difficulties in processing insurance and benefit claims.

26
27 31.3 Each work site shall be equipped with a telephone for use by
28 employees in case of emergency.

29
30 31.4 The District shall post emergency procedures at each work site for
31 employees to follow when immediate outside assistance is needed.

32
33 31.5 In the event of inclement weather or other emergency conditions,
34 the following applies to the Children's Center and extended care
35 program at elementary buildings:

36
37 If Shoreline Schools are operating 2 hours late, the Children's
38 Center, including preschool and extended care programs, will
39 operate 2 hours late as well.

40
41 If Shoreline Schools are closed, the Children's Center, including
42 preschool and extended care programs, will also be closed.

43
44 If Shoreline Schools close prior to the end of the normal school day
45 due to any emergency conditions, extended care programs will not
46 open. There will be no after school care at the school building work
47 sites.

1 If Shoreline Schools close early due to emergency conditions, the
2 Children’s Center will also close. The Children’s Center will operate
3 on limited staffing until all students are picked up.
4

5 31.6 No fewer than two (2) teachers will be on site to open and close
6 after-school or site programs, regardless of the number of students
7 actually present, provided the enrollment justifies staffing at least
8 two (2) positions.
9

10 31.7 If the number of students enrolled in an Extended Care Program is
11 at or above 75, an additional staff member will be assigned for the
12 first two (2) hours of the afternoon program.
13

14 31.8 With the consent of the parent/guardian, an employee assigned to
15 work directly with a student with special needs shall be provided
16 information from that student’s IEP, behavioral plan, and/or 504
17 plan as necessary to provide a safe environment. At the discretion
18 of the Director, additional support may be provided to maintain the
19 student’s ability to participate safely in the Extended Care program.
20

21 **32.0 LABOR MANAGEMENT COMMITTEE**
22

23 32.1 SCCA (Shoreline Children’s Center Association) and the Shoreline
24 School District agree to convene a Labor Management Committee
25 (LMC) at least once per month during the school year for the
26 purpose of seeking resolution on issues of common concern. The
27 committee will be comprised of four (4) bargaining unit members
28 (President and three representatives) plus management
29 representatives (Children’s Center Director and any other
30 management representatives deemed appropriate). In addition, a
31 regular meeting between union leadership and the Children’s
32 Center administration shall occur to establish and foster open and
33 regular communication regarding topics of mutual interest.
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38 *The remainder of this page intentionally left blank.*
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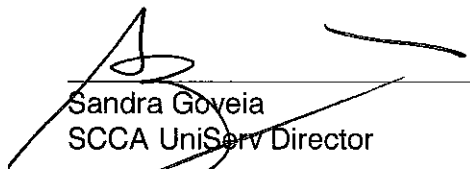
1 **33.0 DURATION**

2
3 33.1 This Agreement shall be in full force as of September 1, 2018 and
4 shall remain in effect through August 31, 2021.
5

6
7 Ratified August 27, 2018 by the Shoreline Children's Center Association
8 Approved September 6, 2018 by the Shoreline Board of Directors
9

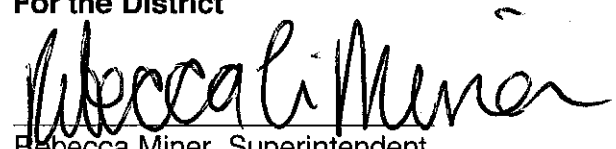
10
11 Signed this 19th day of November, 2018, by:

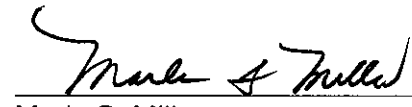
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15 **For the Association**

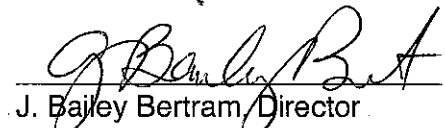
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17 
18 _____
19 Sandra Goveia
20 SCCA UniServ Director

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22 
23 _____
24 Erin Dragovich, President
25

15 **For the District**

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18 _____
19 Rebecca Miner, Superintendent
20 Secretary – Board of Directors
21 Shoreline School District

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24 _____
25 Marla S. Miller
26 Deputy Superintendent
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30 _____
31 J. Bailey Bertram, Director
32 Human Resources, Classified
33

ATTACHMENT A
Salary Schedule

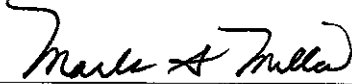
COLLECTIVE BARGAINING AGREEMENT
Between
SHORELINE CHILDREN'S CENTER ASSOCIATION
And
SHORELINE PUBLIC SCHOOLS

SALARY SCHEDULE
Effective September 1, 2018

	Hourly Rate Years 1 - 3	Hourly Rate Years 4 - 7	Hourly Rate Years 8 - 9	Hourly Rate Years 10+
Lead Teacher	\$23.83	\$25.02	\$26.21	\$27.40
Childcare Assistant	\$18.11	\$19.01	\$19.92	\$20.83
Instructional Aide	\$15.49	\$16.26	\$17.04	\$17.81

Shoreline School District #412

Shoreline Children's Center Association



For the District



For the Association

11/19/2018
Date

11/19/18
Date

Shoreline Children’s Center and Shoreline School District

NOTICE OF GRIEVANCE

Grievant: _____ Date of Formal Presentation: _____

Level filed: Step 1____ Step 2____ Step 3____

Immediate Supervisor: _____

Date alleged grievance occurred: _____

Grievance Violation: *(State the specified alleged violation of contract and section(s) of contract alleged to be violated.)*

Statement of dispute: *(Explain how the dispute is an alleged violation, misinterpretation, or misapplication of the contract.)*

ACTION REQUESTED:

Signature of Association Representative or Grievant Date

SHORELINE SCHOOL DISTRICT CLASSIFIED PERSONNEL PERFORMANCE EVALUATION FORM



NAME: _____

LAST

FIRST

MIDDLE

PERIOD OF REPORT

EVALUATION DATE

SCHOOL OR DEPARTMENT

JOB TITLE

EVALUATION TYPE: ANNUAL: _____ PROBATIONARY: _____ OTHER: _____

	Meets/Exceeds Expectations	Needs Improvement	Unsatisfactory
1. INSTRUCTIONAL SKILL Developing appropriate group and individual activities to meet instructional objectives using a variety of techniques.			
2. INSTRUCTING STUDENTS Facilitating, encouraging, and expecting all students to succeed while recognizing the unique characteristics of each student.			
3. BEHAVIOR MANAGEMENT SKILLS Being attentive to conditions that affect the health and safety of students. Developing classroom procedures that clearly define expectations for student behavior. Dealing with students fairly and consistently, focusing on student behavior rather than personality.			
4. WORK ETHIC AND ACCOUNTABILITY Attending staff meetings and willingness to participate in professional development options. Maintaining good attendance and punctuality.			
5. PROFESSIONAL DEVELOPMENT AND PLANNING Demonstrating willingness to learn and explore new curriculum and instructional techniques.			
6. PARENT/STAFF COMMUNICATION AND RELATIONSHIPS Interacting with colleagues, administrators, and parents in a respectful manner.			
7. LEAD/ASSISTANT JOB PERFORMANCE <u>Lead</u> *Completes and implements lesson/activity plans. *Demonstrates leadership qualities with team. *Implements and upholds program policies and procedures. *Uses good judgment at all times. *Considers safety of children at all times. *Shows awareness of what is occurring in classroom. *Provides guidance and direction to assistants. *Knows and uses Program Emergency Preparedness System. <u>Assistant</u> *Is willing to follow directions of lead. *Takes initiative to get things done. *Is prompt, responsible and reliable. *Demonstrates ability to take leadership role when necessary. *Knows and uses Program Emergency Preparedness System. *Uses good judgment at all times. *Considers safety of children at all times. *Shows awareness of what is occurring in classroom.			

Evaluator Comments:

Employee comments will be written as an attachment and returned within 30 calendar days from the date of evaluation discussion. The signature below does not necessarily imply that the employee agrees with the preceding, but only that he/she has seen and/or discussed it with the evaluator and/or supervisor.

Evaluation Prepared by: _____

Employee Signature: _____ **Date:** _____

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1. Instructional Skill

- Developing appropriate group and individual activities to meet instructional objectives;
- Preparing instructional activities designed to meet the variety of student needs and learning styles;
- Using strategies which involve students in higher levels of thinking;
- Providing opportunities for student to express themselves;
- Providing feedback as students progress toward goals;
- Giving directions in a clear, concise manner;
- Making full use of allocated instructional time;
- Lesson planning is completed consistently by leads with assistance by assistant staff in implementation;
- Keeping current with knowledge and trends in subject matter assignments;
- Relating subject matter to life experiences.

2. Instructing Students

- Expecting all students to succeed;
- Recognizing the unique characteristics of each student;
- Challenging students of different ability levels;
- Developing positive and appropriate rapport with students;
- Encouraging and recognizing diverse opinions;
- Using positive techniques to establish and maintain student motivation;
- Planning situations so that all students have the opportunity to earn praise for effort and accomplishments.

3. Behavior Management Skills

- Being attentive to conditions that affect the health and safety of students;
- Developing classroom procedures that clearly define expectations for student behavior;
- Clearly defining, communicating, and publishing to students and parents/guardians classroom behavior expectations that are consistent with school and district discipline policies;
- Showing awareness of what is occurring in the classroom and dealing with problems effectively;
- Monitoring behavior and providing clear, objective feedback to students;
- Dealing effectively with inappropriate behavior as non-disruptively as possible;
- Dealing with students fairly and consistently, focusing on student behavior rather than personality;
- Utilizing a variety of progressive interventions to encourage appropriate behavior;
- Consulting and cooperating with parents, support staff, and administrators to develop and implement remediation plans for behavior problems;
- Assisting students in developing habits of self-discipline;
- Supporting school and District discipline policies.

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- 4. Work Ethic and Accountability**
- Participating in the group decision-making process;
 - Adjusting to changing conditions and unexpected situations;
 - Supporting team mates through consistent attendance and attention to lunch and other breaks;
 - Being punctual and prepared.
- 5. Professional Development and Planning**
- Continually assessing professional performance and identifying any area(s) for growth;
 - Demonstrating willingness to learn and explore new curriculum and instructional techniques;
 - Implementing approved new curriculum;
 - Demonstrating openness to suggestions for change.
 - Attending staff meetings and willingness to utilize opportunities to serve on committees;
 - Commitment to continuous improvement and growth as professional;
- 6. Parent/Staff Communication and Relationships**
- Presenting information clearly and professionally in both oral and written form;
 - Utilizing effective listening techniques;
 - Interacting with colleagues, administrators, and parents in a respectful manner;
 - Sharing ideas and resources with others;
 - Maintaining confidentiality concerning information about students and their families.
- 7. Lead/Assistant Job Performance**
- Lead**
- Completes and implements lesson plans;
 - Demonstrates leadership with team and colleagues;
 - Implements and upholds program policies and procedures;
 - Uses good judgment at all times;
 - Considers safety of children at all times;
 - Shows awareness of what is occurring in classroom;
 - Provides guidance and direction to assistants;
 - Knows and uses Program Emergency Preparedness System.
- Assistant**
- Is willing to follow directions of lead;
 - Takes initiative to get things done;
 - Is prompt, responsible and reliable;
 - Demonstrates ability to take leadership role when necessary;
 - Knows and uses Program Emergency Preparedness System;
 - Assists with lesson plan implementation.